

## **ARTICLE 14 HOURS OF WORK**

Sections A., B., C., D. shall not apply to permanent-intermittent, or less than full-time employees.

### **Section A. Bi-weekly Work Period.**

The work period is defined as eighty (80) hours of work normally performed on ten (10) work days within the fourteen (14) consecutive calendar days which coincide with current bi-weekly pay periods.

### **Section B. Work Days.**

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive working days separated by two (2) consecutive days off. Significant or major changes in methods of scheduling shall be first discussed with the Union before changes are made.

### **Section C. Work Shift.**

The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

Day Shift - Starts between 5:00 a.m. and 1:59 p.m.

Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.

Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.

Employees may be assigned to work rotating or relief shifts.

If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements.

The Union and the Employer recognize that certain employees are exempt from explicit shifts. These employees are expected to work an eight (8) hour shift or its approved equivalent, but the nature of the work does not lend itself to standard work days, work hours (including meals and breaks), and work week. Such employees are usually those who are ineligible for overtime compensation except as otherwise identified in this Agreement. Such employees will have their work time approved by the appropriate authority. Daily reporting for work may be

independently adjusted with Employer approval and a schedule will be maintained with the approval of the appropriate supervisor.

The Employer reserves the right to establish or re-establish eight and one-half (8-1/2) or nine (9) hour shift schedules with one-half (1/2) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8-1/2) or nine (9) hour shifts as provided herein.

#### **Section D. Work Schedules.**

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.

Changes in work schedules may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the employee or posted on appropriate bulletin boards.

The regular work schedule of an employee in a Code 1 classification as indicated in Appendices A and B shall not be altered within the work period provided in Section A., above, solely to avoid overtime compensation. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1-1/2) times the employee's regular rate of pay for those employees eligible for overtime compensation. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1-1/2) time compensation required by this Section unless the employee works more than eight (8) hours in a day, or forty (40) hours in a work week, or beyond an approved alternative work schedule. Emergency scheduling may continue in accordance with current practice.

Code 4 employees shall be entitled to adjust their work schedule with supervisory approval when possible or prompt notification when not possible, in order to complete necessary assignments such as report days; response to law enforcement agency's inquiries or requests for assistance; phoning in critical information or other situations which by policy requires immediate telephone notification; after hours phone contacts initiated by an outside party; additional hours contiguous to a regularly scheduled shift for activities such as nighthawk when issues of public safety require the completion of the activity in which they are engaged; or when court extends beyond regular work hours. It is the expectation that the employee's hours in pay status will not exceed eighty (80) hours in the pay period.

If a Code 4 employee is required to change their regular schedule within the pay period to work on a weekend, the employee shall be compensated at the overtime rate for such hours.

#### **Section E. Meal Periods.**

In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime. Nothing shall prohibit the Employer from establishing or continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary negotiations regardless of current practice.

#### **Section F. Rest Periods.**

There shall be one (1) fifteen (15) minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. In the event such an emergency operational need arises, the Employer will be reasonable in allowing rescheduling of the rest period during that four (4) hours worked. It is not intended that such rescheduling will be used to extend the meal period or leave early. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

#### **Section G. Wash-Up Time.**

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations. If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid overtime compensation to wash up if the employee is required to work through this wash-up period.

#### **Section H. Callback.**

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and

whose callback time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the overtime rate. When a Code 2 employee is on call and is called back to work the employee shall be compensated in cash payment at the overtime rate for the hours of callback. These provisions do not apply to: (1) Code 3 employees; (2) permanent-intermittent employees, unless by virtue of the callback the employee works in excess of eight (8) hours in a day or forty (40) hours in a work week.

When a Code 4 employee is required to obtain authorization for overtime outside of their regularly scheduled work hours and is called back to work, the employee shall be compensated in cash payment at the overtime rate for the hours of callback. Code 4 employees who are called back and whose call back time is contiguous to their regular working hours will be paid only for those hours worked. Code 4 employees who are called back in accordance with this paragraph and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three hours compensation. Eligible call back time will be paid at the overtime rate.

#### **Section I. On Call.**

On call is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required by the Employer to be on call shall remain available through a prearranged means of communication. Such employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on call duty. These pay provisions shall not apply to Code 3 employees, except in accordance with current practice. If an employee who is on call is called back to duty, the period of call back shall not be counted as on call time. On call time shall not be counted toward the eighty (80) hours worked in a pay period.

#### **Section J. No Guarantee or Limitation.**

This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

#### **Section K. Alternative Work Schedules.**

Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish alternative work schedules (i.e., flexible, compressed, modified, and adjusted work schedules) as are consistent with the program needs of the Employer. Plans proposed by the Employer for the consideration of employees shall be provided to the Union prior to being provided

to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Eligible employees on alternative work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty (40) hours worked in a work week, or as mutually agreed upon in secondary negotiations. Whenever the Employer intends to modify or abolish all or part of an alternative work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice, for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in alternative work schedules will first be provided to the Union and will be discussed with the Union upon request. Such changes shall not be negotiable.

Where the Union believes a substantial number of employees at a work site wish to consider an alternative work schedule, such matter will be discussed in a Labor-Management Committee meeting and shall be subject to secondary negotiations.

An employee's request for an intermittent or reduced work schedule because of the serious health condition of the employee or the employee's spouse, parent, or child, or because of the birth, adoption or foster care placement of a child shall be as provided in Article 16 and Article 50 of this Agreement.

#### **Section L. Voluntary Work Schedule Adjustment Program.**

Employees in these Bargaining Units shall be eligible to participate in the Voluntary Work Schedule Adjustment Program, participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Bargaining Unit employees shall continue to have the right, by not submitting a standard agreement form, to not participate in either plan.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority, based upon whether such participation would adversely impact the Department's operations and/or budget. Once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

## **Plan A. Bi-weekly Scheduled Hours Reduction.**

### **A.1. Eligibility.**

Only full-time employees who have satisfactorily completed their initial probationary period in the State classified service shall be eligible to participate in Plan A.

### **A.2. Definition.**

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64) hours. Time off on Plan A will be counted against an employee's twelve (12) work week leave entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act.

### **A.3. Insurances.**

All state-sponsored group insurance programs, including Long Term Disability Insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

### **A.4. Leave Accruals and Service Credit.**

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the Agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

## **Plan C. Leave of absence.**

### **C.1. Eligibility.**

Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

### **C.2. Definition.**

With the approval of the supervisor and the Appointing Authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months.

The three (3) month period is not intended to be cumulative. Time off on Plan C leave will count against an employee's twelve (12) work week leave entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act.

### **C.3. Insurances.**

All state-sponsored group insurance programs in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, with the exception of Long Term Disability (LTD) Insurance, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. LTD coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the LTD insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under LTD during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and LTD benefits when the sick leave or waiting period is exhausted, whichever occurs later.

### **C.4. Leave Accruals.**

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

### **C.5. Service Credit.**

An employee shall incur no break in service due to participating in Plan C. However, no State service credit will be granted for any purpose.